

EXHIBIT 5

RE: Follow Up

J Boshea <jlboshea@outlook.com>

Tue 12/22/2020 1:04 PM

To: Daniel White <danieljwhite@msn.com>

Thx brother. What a mess.

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Daniel White

Sent: Tuesday, December 22, 2020 11:56 AM

To: J Boshea

Subject: Re: Follow Up

Of course. You should send them the attached contempt motion from the Tagnetics case last summer. It called John to court on July 30, so the day before he paid these bums \$600,000 just not to have to go to court.

Of course, he used money he stole with a fake COMPASS PPP loan that he got to keep real employees like you on the payroll but it is what it is ...

From: J Boshea <jlboshea@outlook.com>

Sent: Tuesday, December 22, 2020 12:06 PM

To: Daniel White <danieljwhite@msn.com>

Subject: RE: Follow Up

Can I cc you when I email greg back

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Daniel White

Sent: Monday, December 21, 2020 10:27 PM

To: J Boshea

Subject: Re: Follow Up

Compass does owe you a ton of money so it seems worth it to get a good lawyer.

Daniel White

From: J Boshea <jlboshea@outlook.com>

Sent: Monday, December 21, 2020 11:15:29 PM

To: Daniel White <danieljwhite@msn.com>

Subject: RE: Follow Up

DJW000922

Exhibit #

White 8

11/29/2021

exhibitsticker.com

Yes your correct its with compass. Buddy I hate this. Contingency sounds right to me. I have so much incoming right now. Uggggg . my younger one steph is now mad at me.

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Daniel White
Sent: Monday, December 21, 2020 10:12 PM
To: J Boshea
Subject: Re: Follow Up

I think your contract is with Compass, not Tagnetics.

Also, would they consider a contingency contract and take part of the win?

Daniel White

From: J Boshea <jlboshea@outlook.com>
Sent: Monday, December 21, 2020 10:46:37 PM
To: danieljwhite@msn.com <danieljwhite@msn.com>
Subject: FW: Follow Up

Does this look fair to you and normal. What should I do ?

David J. Boshea, Jr
Executive Vice President, Principal
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Gregory Jordan
Sent: Sunday, December 20, 2020 5:04 PM
To: J Boshea
Subject: Follow Up

I have attached our engagement letter. Please call with any questions.

If you send me the documents, I can review and get back to you quickly.

Greg

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
55 West Monroe Street, Suite 3600
Chicago Illinois 60603
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)

DJW000923

gjordan@jz-llc.com

****Notice from Jordan & Zito LLC ****

To comply with United States Treasury regulations, I advise you that any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used by any person (a) to avoid penalties that may be imposed by the Internal Revenue Service, or (b) to promote, market or recommend to another party any matter addressed herein. This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom this sender addressed the email. If you have received this in error, please do not forward or use this information. If an error has occurred, contact me immediately. I do not intend that my information block, my typed name, or anything else in this message constitutes my electronic signature unless I make a specific statement to the contrary in this message.

Jordan & Zito LLC

From: J Boshea <jlboshea@outlook.com>
Sent: Sunday, December 20, 2020 4:13 PM
To: Gregory Jordan <gjordan@jz-llc.com>
Subject: RE: Follow Up

Greg
Sorry for delay .
David J Boshea, Jr.
4839 clearwater lane
Naperville, IL. 60564

David J. Boshea, Jr
Executive Vice President, Principal.
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Gregory Jordan
Sent: Saturday, December 19, 2020 2:37 PM
To: J Boshea
Subject: Follow Up

Dave,

Please send your address so I can draft an engagement letter.

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
55 West Monroe Street, Suite 3600
Chicago Illinois 60603
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)
gjordan@jz-llc.com

****Notice from Jordan & Zito LLC ****

DJW000924

To comply with United States Treasury regulations, I advise you that any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used by any person (a) to avoid penalties that may be imposed by the Internal Revenue Service, or (b) to promote, market or recommend to another party any matter addressed herein. This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom this sender addressed the email. If you have received this in error, please do not forward or use this information. If an error has occurred, contact me immediately. I do not intend that my information block, my typed name, or anything else in this message constitutes my electronic signature unless I make a specific statement to the contrary in this message.

Jordan & Zito LLC

From: J Boshea <jlboshea@outlook.com>
Sent: Friday, December 18, 2020 4:54 PM
To: Gregory Jordan <gjordan@jz-llc.com>
Subject: RE: Confirm

Thank you .

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: Gregory Jordan
Sent: Friday, December 18, 2020 4:23 PM
To: jlboshea@outlook.com
Subject: Confirm

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
55 West Monroe Street, Suite 3600
Chicago Illinois 60603
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)
gjordan@jz-llc.com

**Notice from Jordan & Zito LLC **

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Jordan & Zito LLC

DJW000925

greg

J Boshea <jlboshea@outlook.com>

Sun 12/27/2020 12:51 AM

To: danieljwhite@msn.com <danieljwhite@msn.com>

Hey Dan,

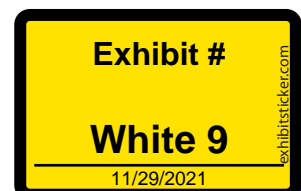
I sent you joint email with greg. If you can please give him quick call Sunday regarding some document he is looking for from you. Can you please mention we spoke and you feel he has from me everything he needs to get the money See what he says coming from you 😊 . I owe you brother. Thanks again for the nicest Christmas text ever !!!!!

Best

Dave

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

DJW000921



Re: David Boshea

Daniel White <danieljwhite@msn.com>

Tue 1/12/2021 2:53 PM

To: Gregory Jordan <gjordan@jz-llc.com>

Mr. Jordan,

I am happy to help. Would you have a few minutes tomorrow afternoon or Thursday for a telephone call ?

Daniel White

240-298-8156 mobile / text

From: Gregory Jordan <gjordan@jz-llc.com>

Sent: Tuesday, January 12, 2021 1:27 PM

To: Daniel White <danieljwhite@msn.com>

Subject: David Boshea

Dan,

Do you have any suggestions for local counsel in Northern District of Maryland for Dave's lawsuit?

Greg

Gregory J. Jordan

Licensed in Illinois and Indiana

Jordan & Zito LLC

55 West Monroe Street, Suite 3600

Chicago Illinois 60603

(312) 854-7181 (Office)

(312) 543-7354 (Cellular)

gjordan@jz-llc.com

****Notice from Jordan & Zito LLC ****

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Jordan & Zito LLC

From: Daniel White <danieljwhite@msn.com>

Sent: Saturday, December 19, 2020 1:34 PM

To: Gregory Jordan <gjordan@jz-llc.com>

Subject: Re: Confirm

DJW000292

Exhibit #

White 5

11/29/2021

exhibitsticker.com

Good afternoon. Good talking with you.

I will send you an email Monday with a few things that may be of use.

Have a good weekend.

Daniel White
2402988156 mobile/text

Daniel White

From: Gregory Jordan <gjordan@jz-llc.com>
Sent: Saturday, December 19, 2020 12:50:26 PM
To: DanielJWhite@msn.com <DanielJWhite@msn.com>
Subject: Confirm

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
55 West Monroe Street, Suite 3600
Chicago Illinois 60603
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)
gjordan@jz-llc.com

****Notice from Jordan & Zito LLC ****

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Jordan & Zito LLC

Fwd: Document

Daniel White <danieljwhite@msn.com>

Tue 1/26/2021 9:32 PM

To: Mike White <michaelrwhite@comcast.net>

Daniel White

From: J Boshea <jlboshea@outlook.com>

Sent: Tuesday, January 26, 2021 5:39:51 PM

To: Daniel White <danieljwhite@msn.com>

Subject: FW: Document

Does this look correct ? Greg is paying MD attorney like \$625 per hour. Thx my friend

David J. Boshea, Jr

Executive Vice President,CEO.

DJB Associates LLC

443-758-5504

jlboshea@outlook.com

From: Gregory Jordan

Sent: Tuesday, January 26, 2021 4:33 PM

To: JLBOSHEA@outlook.com; Jordan, Gregory J

Subject: Document

DJW000900

Exhibit #

White 7

11/29/2021

exhibitsticker.com

ATTORNEY-CLIENT AGREEMENT

David Boshea agrees to retain Jordan & Zito LLC as his attorneys to prosecute the lawsuit to be filed by David Boshea against Compass Marketing, Inc. in the United States District Court for the Northern District of Maryland.

ATTORNEY'S FEES

In consideration for services rendered and to be rendered by Jordan & Zito LLC, David Boshea agrees to pay Jordan & Zito LLC a sum equal to 33 1/3 % of the gross amount recovered from Compass Marketing, Inc. David Boshea understands and consents that the gross amount includes any amount recovered by Jordan & Zito LLC calculated before subtracting costs.

AUTHORIZATION TO ENGAGE ADDITIONAL COUNSEL

David Boshea understands, agrees, and consents to Jordan & Zito LLC engaging local counsel in Maryland who are admitted to practice in the United States District Court for the Northern District of Maryland, which may include Thomas J. Gagliardo and the firm of Gilbert Employment Law, P.C., ("GEL"), who agree to serve as David Boshea's counsel. David Boshea authorizes Jordan & Zito LLC in its sole discretion to engage other attorneys as co-counsel. David Boshea understands that Jordan & Zito LLC will, on David Boshea's behalf, compensate local counsel or co-counsel based on any agreement reached between them and authorizes Jordan & Zito LLC to do so.

David Boshea understands that if Jordan & Zito LLC engages an additional attorney for assistance in this matter, each provision of this Agreement shall automatically be transferred as though this Agreement had been entered into by David Boshea and the additional attorney.

CLIENT DUTIES

David Boshea understands that his full cooperation is essential to obtaining a satisfactory resolution to his claim. David Boshea understands that he has an ongoing duty to provide his attorneys with all information requested, promptly reply to any discovery information that is requested, promptly return phone calls from counsel, promptly execute necessary documents, make himself available for depositions, arbitrations, trials, mediations, and other meetings, and promptly notify counsel of any change to any of his contact information. David Boshea's failure to cooperate as described in this paragraph will constitute a material breach of this Agreement.

AUTHORIZATION TO ACT ON DAVID BOSHEA'S BEHALF

Giving and granting unto counsel full power and authority to do and perform all events and things whatsoever including executing drafts and releases requisite and necessary to be done in and about the claim, as fully, to all intents and purposes, as might or could do if personally present at the doing there with the full power of substitution and revocation, ratifying and confirming all that counsel shall lawfully do or cause to be done by virtue hereof. David Boshea specifically grants Jordan & Zito LLC the authority to endorse on his behalf any settlement or other drafts received on his behalf related to this matter and deposit the settlement or other drafts into Jordan & Zito LLC's IOLTA account. Jordan & Zito LLC will make necessary disbursements for attorney's

fees, recovery of expenses, the satisfaction of liens, satisfactions of any loans taken out by David Boshea from an outside institution using his case as collateral, and disbursements to David Boshea directly from Jordan & Zito LLC's IOLTA account.

TERMINATION OF AGREEMENT

David Boshea understands that Jordan & Zito LLC may terminate this Agreement at any time based on its discretion. If this Agreement is terminated because of David Boshea's breach of this Agreement, Jordan & Zito LLC retains the right to recover for reasonable fees and expenses. In the event Jordan & Zito LLC terminates this Agreement for reasons other than David Boshea's breach, Jordan & Zito LLC waives its right to recover attorney's fees except as described in this Agreement. David Boshea understands that he has the right to terminate this Agreement at any time by providing Jordan & Zito LLC with written notice of said termination. If David Boshea terminates this Agreement for good cause after providing Jordan & Zito LLC with written notice of such cause and Jordan & Zito LLC's fails to remedy the good cause within sixty (60) days, then Jordan & Zito LLC is only entitled to recovery of expenses and fees under equity. If David Boshea terminates this Agreement under any other circumstances than stated above, David Boshea is still obligated to pay attorney's fees and expenses, including contingent fees.

SETTLEMENT

David Boshea agrees that any settlement or compromise of this matter is at his sole discretion. It is further agreed that if counsel negotiates and obtains any settlement or compromise offer, which he deems at his sole discretion to be fair and equitable and he declines to accept said settlement, Jordan & Zito LLC and local counsel have the right to withdraw from representation of him, and he will be indebted to Jordan & Zito LLC and local counsel for the amount of attorney's fees and costs provided in this Agreement, based upon the offer of the settlement recommended. If David Boshea declines to accept a recommended settlement and continue litigation of the matter on which David Boshea retained counsel under this Agreement, Jordan & Zito LLC and local counsel also retain, at their sole discretion, the option to continue representation of David Boshea.

SEVERABILITY

If any portion of this Agreement is deemed invalid, every other provision of this Agreement shall remain in full force and effect.

David Boshea

By: _____
David Boshea, Individually

Except as stated above, Jordan & Zito LLC agrees to the above and further agrees to make no charge for services unless a recovery is had on the matter on which David Boshea retained counsel under this Agreement and agrees to make no settlement without David Boshea's consent.

JORDAN & ZITO LLC

By: 

Gregory J. Jordan, Manager

FW: Document

J Boshea <jlboshea@outlook.com>

Tue 1/26/2021 5:40 PM

To: Daniel White <danieljwhite@msn.com>

Does this look correct ? Greg is paying MD attorney like \$625 per hour. Thx my friend

David J. Boshea, Jr

Executive Vice President,CEO.

DJB Associates LLC

443-758-5504

jlboshea@outlook.com

From: Gregory Jordan

Sent: Tuesday, January 26, 2021 4:33 PM

To: JLBOSHEA@outlook.com; Jordan, Gregory J

Subject: Document

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David Boshea

By: _____
David Boshea, Individually

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JORDAN & ZITO LLC

By: 

Gregory J. Jordan, Manager

FW: Tagnetics

J Boshea <jlboshea@outlook.com>

Fri 1/22/2021 4:00 PM

To: Daniel White <danieljwhite@msn.com>

Thoughts ? I just asked greg to put tagnetics in there. How do you think we can mix tagnetics in there ?? Thanks

David J. Boshea, Jr

Executive Vice President,CEO.

DJB Associates LLC

443-758-5504

jlboshea@outlook.com

From: Gregory Jordan

Sent: Friday, January 22, 2021 2:13 PM

To: J Boshea

Subject: Tagnetics

Take a look at the attached. I am taking a run at the treble damages.

Greg

Gregory J. Jordan

Licensed in Illinois and Indiana

Jordan & Zito LLC

55 West Monroe Street, Suite 3600

Chicago Illinois 60603

(312) 854-7181 (Office)

(312) 543-7354 (Cellular)

gjordan@jz-llc.com

****Notice from Jordan & Zito LLC ****

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Jordan & Zito LLC

From: J Boshea <jlboshea@outlook.com>

Sent: Friday, January 22, 2021 3:02 PM

To: Gregory Jordan <gjordan@jz-llc.com>

Subject: RE: Tagnetics



Did you speak with Tom out in MD ? What are his feeling on getting 2 to 3 times payout ? Pls let me know when you want to figure out fee structure. Thanks buddy

DJW000908

David J. Boshea, Jr
Executive Vice President, CEO.
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: [Gregory Jordan](#)
Sent: Friday, January 22, 2021 7:46 AM
To: [J Boshea](#)
Subject: Tagnetics

I am intrigued by the idea. How does this help us?

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
55 West Monroe Street, Suite 3600
Chicago Illinois 60603
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)
gjordan@jz-llc.com

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Jordan & Zito LLC

From: J Boshea <jlboshea@outlook.com>
Sent: Thursday, January 21, 2021 9:27 PM
To: Gregory Jordan <gjordan@jz-llc.com>
Subject: FW: tagnetics

Hi, did this info help ? thx

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

From: [J Boshea](#)
Sent: Wednesday, January 20, 2021 9:47 PM
To: [Gregory Jordan](#)
Subject: tagnetics

DJW000909

Greg,
Pls see attached.

David J. Boshea, Jr
Executive Vice President
DJB Associates LLC
443-758-5504
jlboshea@outlook.com

Fwd: bernie

Daniel White <danieljwhite@msn.com>

Mon 6/7/2021 4:24 PM

To: Mike White <michaelrwhite@comcast.net>

Daniel White

From: david boshea <djboshea@outlook.com>

Sent: Monday, June 7, 2021 3:30:58 PM

To: Daniel White <danieljwhite@msn.com>

Subject: bernie

Hi Dan,

We need some help . can you supply info on Wyoming and FL companies..... date formed, business ID, money balances and transfer info. Greg is garnishing things and freezing things.

Also, can you provide cases Bernie has paid on and nature of suite like that girl Bernie sent pic too.

If George can find those emails Bernie sent to me that would be great. Greg is hitting hard and fast.

The circle of crooks around john..... Can you please list them along with their salary. Any other info you think greg can use to put stern / Bernie down to settle.

Thx

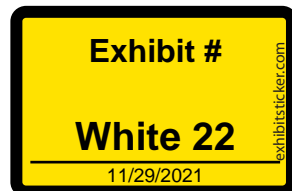
David J. Boshea, Jr.

CEO.

DJB Associates LLC

443-758-5504

djboshea@outlook.com



DJW000877

compass

david boshea <djboshea@outlook.com>

Tue 6/15/2021 5:41 PM

To: Daniel White <danieljwhite@msn.com>

From greg....

I drafted interrogatories and document requests for Compass to answer. I sent the discovery to Mark Zito for review.

Compass' response to our motion to dismiss is due today. I will let you know

David J. Boshea, Jr.

CEO.

DJB Associates LLC

443-758-5504

djboshea@outlook.com

DJW000876



compass

david boshea <djboshea@outlook.com>

Wed 6/16/2021 3:28 PM

To: Daniel White <danieljwhite@msn.com>

Dan, CONFIDENTIAL.

Steven,

See the attached discovery requests.

Please note that the Court requested that the parties set a discovery plan and discuss other issues. I am available to speak. Please let me know times and dates convenient to you:

This action is exempted from the requirements of Fed. R. Civ. P. 26(d)(1) and from Fed. R. Civ. P. 26(f). However, you are encouraged to confer with one another immediately in order to: (a) identify the issue(s), (b) set a discovery plan, (c) determine if the case can be resolved before your clients incur further litigation expense, (d) discuss any issues about preserving discoverable information, and (e) establish a cordial professional relationship among yourselves.

Gregory J. Jordan

David J. Boshea, Jr.
CEO.
DJB Associates LLC
443-758-5504
djboshea@outlook.com

DJW000875



FW: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Order for Settlement Conference

david boshea <djboshea@outlook.com>

Thu 7/1/2021 1:04 PM

To: Daniel White <danieljwhite@msn.com>

Fyi

David J. Boshea, Jr.
CEO.
DJB Associates LLC
443-758-5504
djboshea@outlook.com

From: Gregory Jordan
Sent: Thursday, July 1, 2021 10:56 AM
To: David Boshea
Cc: Mark R. Zito
Subject: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Order for Settlement Conference

The Court set our case for an August 27, 2021 Zoom Mediation conference starting at 9:00 Central Time. We should plan to sit in my office so we can talk between ourselves. You should bring a computer. I will have mine set up so I can use headphones to avoid an echo. The technology may, however, make it necessary for us to be on the same computer. We will need to work that out.

Gregory J. Jordan
Licensed in Illinois and Indiana

Jordan & Zito LLC
350 North Clark Street, Suite 400
Chicago Illinois 60654-4980
(312) 854-7181 (Office)
(312) 543-7354 (Cellular)
gjordan@jz-llc.com

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To comply with United States Treasury regulations, I advise you that any discussion of Federal tax issues in this communication was not intended or written to be used and cannot be used by any person (a) to avoid penalties that may be imposed by the Internal Revenue Service, or (b) to promote, market or recommend to another party any matter addressed herein. This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom this sender addressed the email. If you have received this in error, please do not forward or use this information. If an error has occurred, contact me immediately. I do not intend that my information block, typed name, or anything else in this message constitutes my electronic signature unless I make a specific statement contrary to this message.

Jordan & Zito LLC

DJW000831

Exhibit #

White 16

11/29/2021

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From: MDD_CM-ECF_Filing@mdd.uscourts.gov <MDD_CM-ECF_Filing@mdd.uscourts.gov>
Sent: Thursday, July 1, 2021 7:45 AM
To: MDDdb_ECF@mdd.uscourts.gov
Subject: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Order for Settlement Conference

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U.S. District Court

District of Maryland

Notice of Electronic Filing

The following transaction was entered on 7/1/2021 at 8:44 AM EDT and filed on 7/1/2021

Case Name: Boshea v. Compass Marketing, Inc.

Case Number: 1:21-cv-00309-ELH

Filer:

Document Number: 22

Docket Text:

ORDER Scheduling Settlement Conference. Signed by Magistrate Judge Susan K. Gauvey on 7/1/2021. (kw2s, Deputy Clerk)

1:21-cv-00309-ELH Notice has been electronically mailed to:

Thomas J Gagliardo tgagliardo-efile@gelawyer.com, jhill@gelawyer.com, dbinder@gelawyer.com, incoming@gelawyer.com, tomgagliardo@gmail.com

Stephen B Stern stern@kaganstern.com, rudiger@kaganstern.com

Gregory J Jordan gjordan@jz-llc.com

1:21-cv-00309-ELH Notice will not be electronically delivered to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1046883720 [Date=7/1/2021] [FileNumber=10189321-0]
] [74eeb883c4d43413628c21382eca3d12f4bb2af2d4fc5d16a7cb8e679ee103e3b14
2fcfb814aec7a66468be012d5de68ecb5393cf36228ebd73bba35d172970d]]

DJW000832

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
SUSAN K. GAUVEY
U.S. MAGISTRATE JUDGE

101 WEST LOMBARD STREET
BALTIMORE, MARYLAND 21201
MDD_skgchambers@mdd.uscourts.gov

July 1, 2021

TO ALL COUNSEL OF RECORD:

Re: Boshea v. Compass Marketing, Inc.,
Civil Action No. ELH-21-309

Dear Counsel:

Please be advised that a settlement conference in the above-captioned case has been scheduled for **Friday, August 27, 2021, at 10:00 a.m.**, to be held in **chambers 3A**, United States Courthouse, 101 West Lombard Street, Baltimore, Maryland 21201. It is essential that the parties, or in the case of a corporation or partnership, an officer or other representative with complete authority to enter into a binding settlement, be present in person. A person with complete authority is someone who has the experience and judgment to exercise that authority *without having to consult with anyone who is not in attendance at the settlement conference*.¹ **Please provide the name and title of the individuals who will be attending the conference.** Attendance by the attorney for a party is not sufficient. See Local Rule 607.3. Please also be advised that the conference may take the entire day.

Pursuant to the Court's Standing Order 2021-07, in person mediations in the Courthouse may resume at the discretion of the mediating judge. I will schedule all mediations on the ZOOM platform. However, if all counsel and party representatives desire and agree to an in-person mediation, I will conduct one. Additionally, if in reviewing the mediations submissions, I determine that an in-person mediation would be advisable, I will

¹ This requirement will only be waived upon a showing of exceptional circumstances. If counsel believes that such circumstances exist, a letter detailing why this Court should excuse the representative from personal attendance should be electronically filed for my consideration at least two weeks before the scheduled settlement conference or immediately upon learning of the extenuating circumstance(s), whichever event is sooner.

inform counsel.

No later than **August 6, 2021**, I would like to receive from each party a short letter candidly setting forth the following:

1. Facts you believe you can prove at trial;
2. The major weaknesses in each side's case, both factual and legal;
3. An evaluation of the maximum and minimum damage awards you believe likely;
4. The history of any settlement negotiations to date; and
5. Estimate of attorney's fees and costs of litigation through trial.

The letters may be submitted ex parte and will be solely for my use in preparing for the settlement conference.

The letters should be limited to **five (5) pages** unless permission of the Court is received. As mediating judge, I certainly want to understand the key points of your case, but voluminous submissions are not always necessary and helpful in my preparation for the mediation.

I also will review select pleadings in the court file. Additionally, if you want me to review any case authorities that you believe are critical to your evaluation of the case, please identify. If you want me to review any exhibits or deposition excerpts, please attach a copy to your letter.²

Since settlement conferences are often more productive if the parties have previously exchanged demands and offers and have made a good faith effort to settle the case on their own, I require that the plaintiff submit a written itemization of damages and a settlement demand to the defendant on **August 6, 2021**, with a copy

² Please note that the American Bar Association Standing Committee on Ethics and Professional Responsibility has issued a Formal Opinion (No. 93-370) that precludes a lawyer, **ABSENT INFORMED CLIENT CONSENT**, from revealing to a judge the limits of the lawyer's settlement authority or the lawyer's advice to the client regarding settlement. The opinion does not preclude a judge, in seeking to facilitate a settlement, from inquiring into those matters. Therefore, please discuss these items with your client before appearing for the settlement conference.

to the Court, and the defendant shall submit a written offer to the plaintiff and any alternate itemization of damages on **August 13, 2021**, again with a copy to the Court. Thereafter, the parties should continue to engage in negotiations.

Failure to comply without justification may result in the imposition of sanctions.

For your information, at the outset of the conference, I usually ask each party to give a brief (five minute) overview of the trial: expected witnesses and documentary evidence, any crucial evidentiary issues and any controversial jury instructions.

If counsel believes that a telephone conference prior to the **August 27** ZOOM conference would be advisable to make the settlement conference more productive, please contact Bonnie Jacobs to make arrangements at [Bonnie Jacobs@mdd.uscourts.gov](mailto:Bonnie.Jacobs@mdd.uscourts.gov) and/or 410-962-3277.

The settlement conference process will be confidential, and disclosure of confidential dispute resolution communications is prohibited. See 28 U.S.C. ' 652(d); Local Rule 607.4.

Notwithstanding the informal nature of this letter, it is an Order of the Court and the Clerk is directed to docket it as such.

I look forward to seeing you on **August 27th**.

Sincerely yours,

/s/

Susan K. Gauvey
United States Magistrate Judge

cc: Honorable Ellen L. Hollander
Court and Chambers File

Re: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Counterclaim

Daniel White <danieljwhite@msn.com>

Fri 8/27/2021 12:19 PM

To: Gregory Jordan <gjordan@jz-llc.com>

Thank you. Per his usual game plan, Stern wants to talk about "John Doe" instead of John White.

From: Gregory Jordan <gjordan@jz-llc.com>

Sent: Thursday, August 26, 2021 5:14 PM

To: Daniel White <danieljwhite@msn.com>

Subject: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Counterclaim

I note you on the mail service list, so I am providing the attached.

Gregory J. Jordan

Licensed in Illinois and Indiana

NOTE OUR NEW ADDRESS:

Jordan & Zito LLC

350 North LaSalle Street, Suite 1100

Chicago Illinois 60654

(312) 854-7181 (Office)

(312) 543-7354 (Cellular)

gjordan@jz-llc.com

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Jordan & Zito LLC

From: MDD_CM-ECF_Filing@mdd.uscourts.gov <MDD_CM-ECF_Filing@mdd.uscourts.gov>

Sent: Thursday, August 26, 2021 4:10 PM

To: MDDdb_ECF@mdd.uscourts.gov

Subject: Activity in Case 1:21-cv-00309-ELH Boshea v. Compass Marketing, Inc. Counterclaim

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U.S. District Court
DJW000041

District of Maryland

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The following transaction was entered by Stern, Stephen on 8/26/2021 at 5:09 PM EDT and filed on 8/26/2021

Case Name: Boshea v. Compass Marketing, Inc.

Case Number: 1:21-cv-00309-ELH

Filer: Compass Marketing, Inc.

Document Number: 38

Docket Text:

**COUNTERCLAIM against Compass Marketing, Inc., filed by Compass Marketing, Inc..
(Stern, Stephen)**

1:21-cv-00309-ELH Notice has been electronically mailed to:

David B Hamilton david.hamilton@wbd-us.com

Gregory J Jordan gjordan@jz-llc.com

Sarah E Meyer sarah.meyer@wbd-us.com, laura.coulbourne@wbd-us.com

Stephen B Stern stern@kaganstern.com, rudiger@kaganstern.com

Thomas J Gagliardo tgagliardo-efile@gelawyer.com, dbinder@gelawyer.com, incoming@gelawyer.com,
Jhill@gelawyer.com, tomgagliardo@gmail.com

1:21-cv-00309-ELH Notice will not be electronically delivered to:

Daniel J. White

P.O. Box 1760

Leonardtown, MD 20650

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1046883720 [Date=8/26/2021] [FileNumber=10290104-0] [150db6c4f78534531b6b19529fc29b10717a464b2122a5571561a5c3a4cbacabdb4fb1f37e6d049a85b5a2cdf2f21f955ebcbfab2a6ff3c8ed2327409f2162f2]]

Boshea v. Compass Marketing, Inc. - Compass Marketing's Expert Disclosure

Gregory Jordan <gjordan@jz-llc.com>

Mon 9/13/2021 5:33 PM

To: Daniel White <danieljwhite@msn.com>

Cc: Mike White <michaelwhite@comcast.net>; david boshea <djboshea@outlook.com>

📎 2 attachments (302 KB)

Compass Marketing Expert Disclosure (00151419xEC90E).pdf; CV - Curt Baggett - 2021 (00151424xEC90E).pdf;

Dan,

When we spoke recently, you mentioned that you believed you knew one or more former FBI agents, who could assist David by acting as an expert on signatures. I have attached the disclosure that Compass Marketing provided. Let me know if you can assist. Time is of the essence.

Gregory J. Jordan

Licensed in Illinois and Indiana

NOTE OUR NEW ADDRESS:

Jordan & Zito LLC

350 North LaSalle Street, Suite 1100

Chicago Illinois 60654

(312) 854-7181 (Office)

(312) 543-7354 (Cellular)

gjordan@jz-llc.com

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Jordan & Zito LLC

From: Stephen Stern <Stern@kaganstern.com>

Sent: Monday, September 13, 2021 4:10 PM

To: Gregory Jordan <gjordan@jz-llc.com>; Thomas J. Gagliardo <tgagliardo@gelawyer.com>

Cc: Heather Yeung <yeung@kaganstern.com>

Subject: Boshea v. Compass Marketing, Inc. - Compass Marketing's Expert Disclosure

Greg and Tom:

Attached please find Compass Marketing's expert disclosure.

Stephen

Stephen B. Stern, Esq.
stern@kaganstern.com

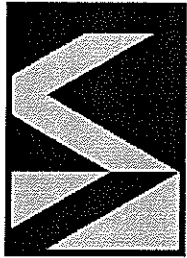
DJW000312

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11/29/2021

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**KAGAN
STERN**

Kagan Stern Marinello & Beard, LLC

(410) 793-1610 (direct)

(410) 216-7900, ext. 1009

(410) 705-0836 (fax)

238 West Street

Annapolis, Maryland 21401

www.kaganstern.com

FW: Amended Interrogatory Responses

david boshea <djboshea@outlook.com>

Sat 9/25/2021 12:49 AM

To: Daniel White <danieljwhite@msn.com>

Pls review as a friend .

David J. Boshea, Jr.

CEO.

DJB Associates LLC

443-758-5504

djboshea@outlook.com

From: [Gregory Jordan](#)

Sent: Monday, September 20, 2021 9:47 PM

To: [Stephen Stern](#) ; [Heather Yeung](#)

Cc: [Thomas J. Gagliardo](#)

Subject: Amended Interrogatory Responses

Stephen,

I have attached David Boshea's amended interrogatory responses. David has encountered difficulty transferring files from his work computer and phone. As a result, he is meeting with an IT professional to transfer the files to a medium that I can transmit to you. If all goes well, you should receive the files tomorrow or Wednesday.

Gregory J. Jordan

Licensed in Illinois and Indiana

NOTE OUR NEW ADDRESS:

Jordan & Zito LLC

350 North LaSalle Street, Suite 1100

Chicago Illinois 60654

(312) 854-7181 (Office)

(312) 543-7354 (Cellular)

gjordan@jz-llc.com

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Jordan & Zito LLC

DJW000544

